

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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TAINA LIGONDE,

Plaintiff,

-against-

MARRIOTT HOTEL SERVICES, INC.

MARRIOTT HOTEL DESK CLERK “JOHN JONES,” TO BE
IDENTIFIED;

NYU LANGONE HOSPITAL AMBULANCE SERVICE;

NYU LANGONE AMBULANCE PERSONNEL “JOHN
DOE” AND “MARY ROE,” TO BE IDENTIFIED;

NYPD OFFICER, F/N/U VAZQUEZ, SHIELD 6601;

CITY OF NEW YORK,

Defendants.
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**STIPULATION AND
ORDER OF
VOLUNTARY
DISMISSAL
WITH PREJUDICE
PURSUANT TO FED. R.
CIV. P. 41(a)(1)(A)(ii)**

20-CV-3680 (AMD) (CLP)

WHEREAS, plaintiff commenced this action against defendants Joseph Vasquez¹
and City of New York (hereinafter, “City Defendants”) by filing an Amended Complaint on
September 16, 2020, alleging that City Defendants violated plaintiff’s federal civil rights; and

WHEREAS, plaintiff now seeks to voluntarily dismiss the instant action against
City Defendants with prejudice; and

WHEREAS, plaintiff has authorized her counsel to agree to the terms set forth
below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
between the undersigned, as follows:

¹ Being sued herein as “NYPD Officer, F/N/U Vazquez, Shield 6601”.

1. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, any and all of the claims that were asserted or could have been asserted on behalf of the plaintiff, TAINA LIGONDE, arising out of the events alleged in the Amended Complaint in this matter, against defendants Joseph Vasquez² and City of New York, including their successors and assignees, and any present or former employees and agents of the City of New York, or any entity represented by the Office of Corporation Counsel, are hereby dismissed and discontinued, with prejudice, and without costs, disbursements, or attorney's fees to any party.

2. This stipulation contains all the terms and conditions agreed upon by counsel for City Defendants and counsel for plaintiff hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this stipulation shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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² Being sued herein as "NYPD Officer, F/N/U Vazquez, Shield 6601".

3. This Stipulation shall be binding upon the parties immediately upon signature and shall be submitted to the Court for entry as an Order.


Dated: New York, New York
August 10, 2021

GEORGE WACHTEL, ESQ.
Attorney for Plaintiff
24 Bond Street
New York, New York 10012

By: 

George Wachtel, Esq.

GEORGIA M. PESTANA
Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York
and Vazquez*
100 Church Street
New York, New York 10007

By: 

Corey S. Shook, Esq.
Senior Counsel

SO ORDERED:

s/Ann M. Donnelly

HON. ANN M. DONNELLY
UNITED STATES DISTRICT JUDGE

Dated: _____, August 12, 2021